



ENVIRONMENTAL & REGULATORY SERVICES DIVISION  
PECFA BUREAU  
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<http://www.commerce.state.wi.us>  
<http://www.wisconsin.gov>

**Jim Doyle, Governor**  
**Cory L. Nettles, Secretary**

## Wisconsin Department of Commerce Bureau of PECFA

### Bid Document

#### SECTION 1 - Scope of Work:

The Bureau of PECFA is seeking competitive bids to perform remedial action services on a petroleum release from a regulated petroleum product storage tank system. This bid is through a specified work scope. The site upon which bids are being solicited is:

**Bid Round Number:** 30  
**Comm Number:** 54002-9999-99-A  
**BRRTS Number:** 03-56-216266  
**Site Name:** Clyde Rasmussen Trust  
**Site Address:** I94 & US Hwy 63, Baldwin

**Project Manager:** Patrick Collins  
**Project Manager address:** 890 Spruce St, Baldwin  
**Project Manager phone:** 715-684-2914 Ext. 117  
**Project Manager e-mail address** [patrick.collins@dnr.state.wi.us](mailto:patrick.collins@dnr.state.wi.us)

<b>Bid Announcement Date</b>	<b>2/16/04</b>
<b>Questions or requests for information must be submitted in writing and received by:</b>	<b>3/1/04 4:00 PM</b>
<b>Meeting with potential Bidders</b> Room 3C, 201 W Washington Ave, Madison	<b>2/24/04 12:30 PM to 2:30 PM</b>
<b>Responses to the questions will be posted by:</b>	<b>3/19/04</b>
<b>Bid End Date and Time:</b>	<b>4/2/04 by Noon</b>
<b>Meeting with Successful Bidder, Responsible Party, DNR and Comm.</b>	<b>4/23/04</b>

The case file including report(s) and other pertinent information upon which bids are being sought, and the qualified bid response, when determined, are available for inspection at:

**Department of Natural Resources, 890 Spruce St, Baldwin**

Please contact the project manager listed above for an appointment.

Copies of report(s) and other pertinent information may be available for purchase at the location listed below. If pertinent information is not available, please contact the project manager.

**Quality Quick Print, 1213 Menomonie St, Eau Claire WI 54703**

**Phone: 715-836-0049**

**Fax: 715-836-7704**

## **SECTION 2 – Site-Specific Bid Specification Requirements:**

### **A) Project Manager Comments**

#### **1) General Comments:**

The Departments of Commerce and Natural Resources have determined that the remedial work at this site will be bid as a special pilot project utilizing a “pay for performance” method of reimbursement. In order to explain the processes involved and requirements of the pilot project, a bidding meeting will be held on February 24, 2004, in Room 3C, 201 W Washington Ave, Madison, 12:30 PM to 2:30 PM.

The following documents from Leggette, Brashears & Graham provide the main information regarding the site and will be available at the copy shop listed previously above.

*Remedial Investigation Report, April, 2001,*

*Remedial Investigation Report, Addendum, May, 2002 and*

*Remedial Investigation Report, Addendum 2, August 2003*

The extent of the contamination currently includes property owned by four different entities. Prior to development by these entities, the site was utilized by the RP as a truck stop, filling station and a restaurant. The site included seven underground storage tanks and two pump islands. The tanks and piping were closed and removed in March of 1999. In 1999, a site investigation was initiated to determine the degree and extent of petroleum contamination. The original property has been subdivided and is currently owned by Kwik Trip, an active gas station, McDonalds Restaurant, Fireworks City, part of the Dairy Queen property and the state highway right of way.

The investigation included the installation of 10 groundwater monitoring wells, 4 shallow piezometers and 2 deep piezometers.

The geology of the site consists of sand and gravel units alternating with glacial till formations consisting of clay silt and fine gravel. Thickness of the unconsolidated material vary considerably across the site, ranging from as much as 70 feet in the northern portion of the site to as little as 4 feet in the southern portion of the site. The uppermost bedrock unit is the St. Peter sandstone formation. The St. Peter sandstone formation overlies the limestone/dolomite units of the Prairie du Chien group. The depth to groundwater at the site ranges from 62 to 99 feet below ground and is located in the limestone/dolomite formation. Groundwater flow is to the southwest.

A significant quantity of free product diesel fuel has been identified at this site and appears to be related to a historic release from one or more of the tanks. The consultant has calculated that the volume of free-phase product is approximately 22,000 gallons. A total of 13.2 gallons of product has been removed to date.

Note: The Wisconsin Department of Transportation is completely reconstructing the I-94/STH 63 Interchange. In doing so, grade changes have required construction activities to extend into areas encompassing multiple wells. Several wells were extended and one or more wells have been damaged and will be repaired by the DOT contractor.

All bidders should review the site information to verify site conditions.

To reduce printing cost, laboratory analytical reports were not provided to the copy shop. These reports along with the other site information are contained in the case file. The case file may be reviewed at 990 Hillcrest Street, Baldwin, WI, by contacting Patrick Collins at 715 684-2914, ext. 117.

2) The following Environmental Factor(s) were identified in the Site Investigation Report for this site:

- ☐ Documented expansion of the plume margin.
- ☐ Verified contaminant concentrations in a private or public potable well that exceeds the preventive action limit established under ch. 160, Stats..
- ☒ Contamination within bedrock or within 1 meter of bedrock.
- ☒ Petroleum product that is not in the dissolved phase is present with a thickness of .01 feet or more, and verified by more than one sampling event.
- ☐ Documented contamination discharges to a surface water or wetland.

3) Minimum Remedial Requirements:

Two (2) years of aggressive product removal. All Bidders shall provide a complete and detailed explanation of their proposed method of product removal and disposal. Diagrams showing proposed layout of utilities and any structures shall be included. Bidders shall provide an estimate of the quantity of product they anticipate removing. Verification of the volume (gallons) of product (not product plus water) removed will be completed by the Commerce and/or DNR project manager at any time during the timeframe needed to complete the above scope of work. All product removed from the wells shall be stored on-site. No product shall be removed for the site until the Departments have granted approval. If product and water are collected, the amount of actual product will be determined using a methodology approved by the Departments. Site project managers will also be working with the Commerce Petroleum Laboratory in Hudson to verify product characteristics.

The bid shall include as a separate item the cost for one round of groundwater sampling and water table elevation measurements of all the monitoring points following the final product removal event. Laboratory analysis shall include PVOC's, plus naphthalene and natural attenuation parameters. Natural attenuation parameters shall include temperature, pH, conductivity, dissolved oxygen, redox potential, dissolved iron, nitrate, and sulfate.

The bid shall also include as separate item the cost to survey all monitoring points. All existing monitoring points shall be surveyed to established vertical elevation utilizing USGS bench mark data.

Upon completion of the scope of work, a report shall be submitted to the DNR project manager and a copy forwarded to the Commerce project manager. The report shall be hard copy and electronic (floppy disk or CD). The report shall include tabulated results of product thickness measurements, quantity of actual product (not product and water) removed, measured as gallons to the nearest

tenth, a tabulated summary of groundwater analytical results and water table elevations, a groundwater flow map, and updated well survey data (e.g. top of casing elevation).

## **B) Bidder's Strategy for Remedial Action**

- 1) Identify the remedial strategy for a specified work scope.
- 2) Specifically describe what element of your proposed strategy will address the free product removal.
- 3) Provide a detailed description of the work to be performed. The description shall provide sufficient detail to establish that the proposed strategy will be successful in achieving a specified work scope identified above.
  - a) The detailed description may include, but is not limited to the following:
    - Technologies
    - Estimated years of operation
    - Reporting details
    - Estimated years of monitoring
    - Frequency of sampling/number of wells/parameters

## **SECTION 3 - Conditions of Bid:**

The successful bidder will be the entity that complies with all provisions of the bid specification and provides the most aggressive remedial plan for lowest total cost, excluding interest and claim preparation costs, for the site-specific bid specification requirements described in Section 2. PECFA funding for this specified work scope will terminate when;

- The consultant's costs exceed the bid amount. Notification to DNR and Comm must be prompt. Otherwise aggressive free product is expected to continue unabated.
- Two years from the date the contract between the claimant and successful bidder is signed or
- 2X the total gallons of free product estimated by the successful bidder have been removed.

In preparing the bid, the bidder must assume compliance with all applicable codes, including but not limited to §Comm 46, §Comm 47, and §NR 700 Wis. Admin. Codes.

The successful bidder will be determined based upon conformance to and competitiveness under the bid protocol. The first determination will be whether the bidder has complied with all provisions of the bid. These bids will be considered responsive. From the responsive bids, the most aggressive plan with the lowest cost to remove free product will be considered the successful bidder. Additional works scopes (survey and one sampling event) are part of this bid. These tasks will not be considered during the bid evaluation however, costs for these tasks must be accounted for on the Task Table and will capped independently. Claim preparation costs will not be a part of the cost cap established by this bid. These costs (\$500 maximum per claim submittal) are still eligible for PECFA reimbursement and Commerce is allowing annual claim

submittals for this bid. Therefore, bidding consultants should not include claim preparation costs in their bid responses.

The successful bid will be available to be viewed at the location identified in Section 1. If two or more bidders tie in the cost of Aggressive Free Product Removal (\$/gallon free product removed), the bid with the lowest total cost of *Survey monitoring wells* plus costs of *One groundwater sampling event* will be used as the tiebreaker. All bid documents must be signed and sealed by a Professional Engineer, Geologist, Hydrologist or Soil Scientist licensed by the State of Wisconsin Department of Regulation and Licensing.

The Department reserves the right to reject any and all bids that meet any of the following conditions:

- The Department believes the remedial strategy is not appropriate to a specific geologic setting.
- From the standpoint of program operations or regulatory responsibility, the Department determines it is in the best interest of the program to not accept any or all bids.

Any proposed technology or methods used in the remediation must be allowed for use in the State of Wisconsin and approvable by the Department with jurisdiction (Natural Resources or Commerce).

The name of the successful bidder, bid amount, proposed outcome and supporting documentation will be provided to the site.

A successful bid does not mean or guarantee that all costs in a resultant claim are eligible, reasonable, necessary or reimbursable under the PECFA program.

If a bidder fails to comply with a bid provision the bid response will be determined to be non-responsive. If the bid response is responsive, but not the lowest cost service provider with an appropriate approach, it will be determined to be “non-successful.” Non-responsive and non-successful bidders will not be individually informed of their failure to achieve compliance with the bid specifications or to be the lowest bidder.

Appeals, by bidders, of decisions regarding complying bids or costs are not allowed, as they do not constitute claimant reimbursement decisions under the PECFA program.

In compliance with this invitation to bid and subject to all conditions thereof, the signatory agrees to the following:

- Provide input to, and attend a meeting with the PECFA program and the claimant to explain the bid and the remedial approach.
- If the signatory's bid is determined to be successful, the signatory must, within 15 days of the above mentioned meeting, contact the claimant and confirm that they will provide the remedial services at the cost described within the Bid Response.
- That for a period of 90 days, starting with the Department's notification to the claimant, the signatory will hold firm their commitment to provide the remedial services and prices set forth in the Bid Response.

Failure to abide with the conditions stated above may result in exclusion from future PECFA Public Bidding events.

Questions, answers and interpretations will be considered an amendment of this solicitation. All answers and interpretations shall be in writing from the Program Manager identified in Section 1 of this solicitation. Neither the program nor the Department shall be legally bound by any amendments or interpretations that are not in writing. Bidders are not to contact other personnel located within the Department of Commerce/Bureau of PECFA concerning the site or the bid solicitation between the Bid Announcement Date and Bid Ending Date with the exception of the scheduled meeting. After the date by which questions must be submitted by, identified in Section 1, no further questions will be addressed.

A written response will be provided at: <http://www.commerce.state.wi.us/ER/ER-PECFA-SiteBidding.html>.

#### **SECTION 4 – Payments**

Only the successful bidder will be awarded the contract for this scope of work by the responsible party. The successful bidder may submit an invoice to the responsible party on an agreed upon schedule but, no more frequent than monthly. The invoice shall consist of the bid amount (cost per gallon of free product removed) multiplied by the gallons of free product actually removed since the previous billing event. Upon receipt of the invoice described above, the responsible party will provide Comm with the invoice, Comm/DNR will verify the invoiced gallons were actually removed and Comm will reply to the responsible party approving or disapproving payment.

The costs for surveying the monitoring wells and last groundwater-sampling event may not exceed the bid amount.

Annually, the responsible party will submit a claim for PECFA reimbursement. The claim containing the previous verified and paid invoices will be reviewed and reimbursed as a priority claim.

#### **SECTION 5 - Instructions to Bidders:**

By submission of a bid, bidder agrees that during the period following issuance of this solicitation and prior to notification of successful bidder, bidders shall not discuss the bid or bid process except with the program contact designated in this solicitation. Bidders shall not discuss or attempt to negotiate with the claimant, other potential bidders or program staff any aspects of the bid without prior approval of the Project Manager specified. Infractions will result in rejection of the violator's bid and may also result in disqualification of the individual to provide bids and a formal complaint being lodged with the Department of Regulation and Licensing.

The bid submitted shall address all the site specific bid specification requirements identified in Section 2. The bid shall support in detail the strategy to achieve a specified work scope, or remedial mass reduction goal if applicable. A full remedial action plan is not required as part of the bid submittal. A full remedial action plan may be requested by the program.

If access to the site is necessary for the preparation of a bid, access shall be arranged through the Project Manager. If the Project Manager is not able to arrange site access, this fact will not delay the bid process or negate the comparison and potential selection from among the bids that are submitted. All costs associated with a site visit, meeting or preparation of a bid will be the responsibility of the bidder.

The Bid Process must conform to the following:

1. The Bid Response shall address all the site specific bid specification requirements identified in Section 2 and shall support in sufficient detail and succinctly the remedial strategy.
2. The Bid Response shall include a completed Task Table (Bid Response, 3<sup>d</sup> Page).
3. The total cost (in dollars) to accomplish the stated remedial goal, including all fees, reporting cost, but, excluding claim preparation costs, interest, and investigation costs.
4. The costs specified in above shall separately identify consulting (non-commodity) costs.
5. The submittal must include an original and two (2) copies of the Bid Response documents signed and sealed by a Professional Engineer, Geologist, Hydrologist or Soil Scientist licensed by the State of Wisconsin. Include the appropriate registration number of the professional license.
6. Bids can not be "faxed" directly to the program. Documents received by fax will not be accepted or considered.
7. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening. It is the bidder's sole responsibility to insure that these documents are received by the contact at the time indicated in this solicitation document.
8. All specifications or descriptive papers provided with the bid submission must include the bidder's telephone number and Commerce number thereon. Identify the name of the consulting firm on the 1<sup>st</sup> Page of the Bid Response.
9. The Commerce Number must be on the outside of the envelope in which the bid is submitted. The Department assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number will be placed directly under locked security until the date and time of opening. Include only one Bid Response (an original and two (2) copies) per envelope.
10. Correction of errors on the bid form: All prices and notations shall be printed in ink, typewritten or computer printed. Errors shall be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of correction fluid will be cause for rejection. No bid shall be altered or amended after the time specified for the bid end date.
11. Bidders are not to contact other personnel located within the Department of Commerce/Bureau of PECFA concerning the site or the bid solicitation between the Bid Announcement Date and Bid Ending Date.
12. Any proposed technology or methods used in the remediation must be allowed for use in the State of Wisconsin and approvable by the Department with jurisdiction (Natural Resources or Commerce).
13. From the standpoint of program operations or regulatory responsibility, the Department determines it is in the best interest of the program to not accept any or all bids.

14. If bidders consider the bid response to be proprietary information and exempt from disclosure, each part of the Bid Response must clearly marked *CONFIDENTIAL*. If any part is designated as confidential, there must be attached to that part an explanation of how the information is proprietary. The Department reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, Department or its agents for its determination in this regard.
15. The Bid Response must be appropriate to the site geologic setting.
16. Ambiguous bids, which are uncertain as to cost, time or compliance with this solicitation, will be rejected.
17. The Department reserves the right to reject any and all bids, and/or to cancel this solicitation at any time.
18. Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a bidder to acquaint themselves with existing documented conditions shall in no way relieve any obligation with respect to this bid.
19. All amendments to and interpretations of this solicitation shall be in writing from the Project Manager. Neither the Department nor the program shall be legally bound by any amendment or interpretation that is not in writing.
20. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the program in writing so as to be received five days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.



**BID RESPONSE**  
**(1<sup>st</sup> Page)**

Department of Commerce PECFA Program

**SITE NAME:** Clyde Rasmussen Trust  
**COMMERCE NUMBER:** 54002-9999-99  
**BRRTS NUMBER:** 03-56-216266

Submit Bid To Cathy Voges  
Department of Commerce PECFA Program  
201 W Washington Ave, Madison WI 53703-2790 or  
P.O. Box 8044, Madison WI 53708-8044

Bidder Company: \_\_\_\_\_  
Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone ( ) - \_\_\_\_\_  
Number:  
Fax Number: ( ) - \_\_\_\_\_  
e-mail Address: \_\_\_\_\_

Bidder: (check one that applies):

_____	Professional Engineer	_____	License #
_____	Professional Geologist	_____	License #
_____	Professional Hydrologist	_____	License #
_____	Professional Soil Scientist	_____	License #

Seal

Signature: \_\_\_\_\_

I certify that I have the authority to commit my organization or firm to the performance of the bid I have submitted.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Aggressive Free Product Removal (\$/gallon free product removed): \$ \_\_\_\_\_

Sum of *Survey monitoring wells* and *One groundwater sampling event*: \$ \_\_\_\_\_

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m)].

BID RESPONSE

(2<sup>nd</sup> Page)

Department of Commerce PECFA Program

<b>SITE NAME:</b>	<b>Clyde Rasmussen Trust</b>
<b>COMMERCE NUMBER:</b>	<b>54002-9999-99</b>
<b>BRRTS NUMBER:</b>	<b>03-56-216266</b>

Consulting Firm phone number (    ) \_\_\_\_-\_\_\_\_

This response must address all of the site-specific specifications identified in Section 2, and shall support in detail the remedial strategy. Attach additional pages if necessary. *The Commerce Number and Consulting Firm telephone number must be included on all additional pages.*

(3<sup>rd</sup> Page)**Task Table**

<b>Task</b>	<b>Cost</b>
Survey monitoring wells:	\$
Aggressive Free Product Removal (\$/gallon free product removed):	\$
<u>Estimate</u> of gallons expected to be removed:	Gallons
One groundwater sampling event:	\$